

1 Leslie A. Brueckner
2 Arthur H. Bryant
3 **BAILEY & GLASSER, LLP**
4 1999 Harrison Street
5 Suite 660
6 Oakland, CA 94612
7 Telephone: (510) 272-8000
8 Fax: (510) 463-0291
9 Email: lbrueckner@baileyglasser.com
10 abryant@baileyglasser.com

11 *Attorneys for Plaintiff The Baltimore City Board of School Commissioners*

12 *Additional parties and counsel listed on*
13 *signature pages*

14 **UNITED STATES DISTRICT COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**
16 **OAKLAND DIVISION**

17 **IN RE: SOCIAL MEDIA ADOLESCENT**
18 **ADDICTION/PERSONAL INJURY**
19 **PRODUCTS LIABILITY LITIGATION**

20 **THIS DOCUMENT RELATES TO:**

21 **1:23-CV-01894-RDB**

22 **MDL No. 3047**

MDL No. 3047

Case No. 4:22-md-03047-YGR-TSH

Honorable Yvonne Gonzalez Rogers

**STIPULATION OF DISMISSAL
WITHOUT PREJUDICE AND
TOLLING OF CLAIMS REGARDING
ALPHABET, INC. AND XXVI
HOLDINGS, INC.**

Hearing:

Date: Monday, February 5, 2024

Time: 2:00 p.m.

Place: Oakland, California

Judge: Hon. Yvonne Gonzalez Rodgers

1 This Stipulated Dismissal and Tolling Agreement (“Agreement”) is entered into this 26th
2 day of January 2024 by and between Plaintiff and Alphabet, Inc. and XXVI Holdings, Inc.
3 (collectively, “Alphabet and XXVI Holdings”) by and through their undersigned counsel:

4 **I. RECITALS**

5 **WHEREAS**, Plaintiffs contend that they possess certain claims and legal causes of action
6 under state and federal law against Alphabet and XXVI Holdings related to the marketing, design,
7 promotion, and operation of YouTube LLC’s video-sharing platform;

8 **WHEREAS**, Alphabet and XXVI Holdings contend that they are holding companies that do
9 not have business operations of their own; and

10 **WHEREAS**, statutes of limitation and statutes of repose may apply to the aforementioned
11 claims against Alphabet and XXVI Holdings.

12 **II. TERMS AND CONDITIONS OF STIPULATION**

13 **NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth
14 herein constituting good and valuable consideration, the receipt of which is hereby acknowledged,
15 the parties do hereby agree as follows:

- 16 1. Agreement to dismiss. Plaintiff agrees to dismiss without prejudice Alphabet and XXVI
17 Holdings from this case.
18 2. Agreement regarding documents. Alphabet and XXVI Holdings agree that they will not
19 object to preserving and/or producing relevant documents that are uniquely in their
20 possession, custody, or control (and not also in the possession, custody, or control of
21 Google LLC or YouTube LLC) that are requested in discovery by Plaintiff solely on the
22 basis that they are in Alphabet’s or XXVI Holdings’ possession. Alphabet and XXVI
23 Holdings reserve the right to assert objections on any other grounds.
24
25
26
27
28

- 1 3. Tolling Agreement. While this Agreement is in effect, any statutes of limitation, statutes
2 of repose, equitable defense related thereto (including without limitation laches), statutory
3 or contractual limitations or provisions containing time, notice, or action requirements or
4 periods, and/or any other argument or defense based on delay or passage of time (“Time-
5 Based Defense”), shall be tolled as to claims that Plaintiff asserted against Alphabet and
6 XXVI Holdings in the complaint, and Alphabet and XXVI Holdings shall not plead, assert,
7 or otherwise seek to benefit from any Time-Based Defense, except Alphabet and XXVI
8 Holdings maintain their ability to plead, assert, or otherwise raise any Time-Based Defense
9 that existed as of the effective date of this dismissal.
10
- 11 4. Consideration. The dismissal and the tolling as set forth in this Agreement, in and of
12 themselves, constitute good and adequate consideration for the execution, delivery, and
13 enforceability of this Agreement. The parties agree that the provisions of this Agreement
14 are reasonable in light of the circumstances, and this Agreement serves the mutual interest
15 of the parties.
16
- 17 5. Agreement not an admission. Neither the execution of this Agreement, nor the agreement
18 to any of its terms, constitutes an admission of liability by any party.
19
- 20 6. Amendments. This Agreement comprises the entire Agreement of the parties with respect
21 to the tolling of any time periods and applies only to Alphabet and XXVI Holdings. This
22 Agreement may be modified, amended, or supplemented only by the written instrument
23 signed by the parties.
- 24 7. Termination. If Plaintiff fails to dismiss Alphabet and XXVI Holdings from this case
25 within 30 days of entry of this Agreement, this Agreement and any tolling shall
26 immediately and automatically be terminated with regard to Plaintiff, and Alphabet and
27 XXVI Holdings shall have no further obligations under this Agreement as to Plaintiff.
28

1 **IT IS HEREBY STIPULATED AND AGREED TO BY AND BETWEEN**

2 *On behalf of Plaintiff The Baltimore City Board of School Commissioners:*

3 DATED: January 26, 2024 **BAILEY & GLASSER, LLP**

4 By: /s/ Arthur H. Bryant
5 Leslie A. Brueckner
6 Arthur H. Bryant
7 Bailey & Glasser, LLP
8 1999 Harrison Street
9 Suite 660
10 Oakland, CA 94612
Telephone: (510) 272-8000
Fax: (510) 463-0291
Email: lbrueckner@baileyglasser.com
abryant@baileyglasser.com

11 Benjamin L. Bailey (*pro hac vice pending*)
12 John W. Barrett (*pro hac vice pending*)
13 Bailey & Glasser, LLP
14 209 Capitol Street
15 Charleston, WV 25301
Telephone: (304) 345-6555
Fax: (304) 342-1110
Email: bbailey@baileyglasser.com
jbarrett@baileyglasser.com

17 Cary L. Joshi (*pro hac vice pending*)
18 Panida A. Anderson (*pro hac vice pending*)
19 Bailey & Glasser, LLP
20 1055 Thomas Jefferson Street NW
Suite 540
Washington, DC 20007
Telephone: (202) 463-2101
Fax: (202) 463-2103
Email: cjoshi@baileyglasser.com
panderson@baileyglasser.com

23 Cyrus Mehri (*pro hac vice pending*)
24 Joshua Karsh (*pro hac vice pending*)
25 Mehri & Skalet, PLLC
26 2000 K Street
Washington, DC 20006
Telephone: (202) 822-5100
Fax: (202) 822-4997
Email: cmehri@findjustice.com
jkarsh@findjustice.com

Wayne Hogan (*pro hac vice pending*)
Alan Pickert (*pro hac vice pending*)
Terrell Hogan Yegelwel, P.A.
233 East Bay Street, 8th Floor
Jacksonville, FL 32202
Telephone: (904) 722-2228
Fax: (904) 632-2027
Email: hogan@terrellhogan.com
pickert@terrellhogan.com

Joshua Civin (*pro hac vice pending*)
Baltimore City Public Schools
200 E. North Avenue, Suite 208
Baltimore, Maryland 21202
Telephone: (410) -396-8542
Email: jcivin@bcps.k12.md.us

On behalf of Alphabet, Inc. and XXVI Holdings, Inc.:

/s/Ashley W. Hardin
Ashley W. Hardin, *pro hac vice*
Joseph G. Petrosinelli, *pro hac vice*
WILLIAMS & CONNOLLY LLP
680 Maine Avenue, SW
Washington, DC 20024
Tel.: 202-434-5000
Email: jpetrosinelli@wc.com
ahardin@wc.com

DATED: January 26, 2024